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Fee Amt: \$26.00 Page 1 of 4  
Nash County North Carolina  
Anne J. Melvin Register of Deeds  
BK **2635** PG **10-13**

MARTHA EDWARDS & CLARENCE EDWARDS  
5915 NORTH HALIFAX ROAD  
BATTLEBORO, NORTH CAROLINA [27809]

AUGUST 01, 2012

LOG CABIN HOMES LIMITED  
513 KEEN STREET  
ROCKY MOUNT, NORTH CAROLINA [27802]

Attn: CHIEF FINANCIAL OFFICER

RE: alleged loan # LCH016

**\*\*NOTICE OF DISPUTE\*\***

**\*\*SPECIFIC, BONA FIDE, GOOD FAITH DISPUTE\*\***

**\*\*QUALIFIED WRITTEN REQUEST\*\***

You are in receipt of notice under the authority of The Fair Debt Collections Practices Act regarding your file # LCH016. It is not now, nor has it ever been my intention to avoid paying any obligation that I lawfully owe. In order for me to make arrangements to pay an obligation which I may owe, please document and verify the "debt" by complying in good faith with this request for validation and notice that I dispute all of the alleged debt, since discovery of major improprieties: Lack of Proper Disclosure at closing, Pooling and Securitization along with Robo-signing on documents that were used to bring FRAUD BEFORE THE COURT in a Fraudulent Foreclosure on Our Property, we have owned that land for generations and should not lose it to FRAUD AND THEFT.

1. Please furnish an ORIGINAL UNALTERED WET INK PROMISSORY NOTE /CONTRACT redacting our social security numbers to prevent identity theft and state under commercial liability and penalty of perjury that LOG CABIN HOMES LTD was/is the holder in due course of the Promissory Note and will produce the ORIGINAL UNALTERED WET INK PROMISSORY NOTE for our own and a Presiding Superior Court judge's inspection in Superior Court Nash County should there be a trial to contest these matters.

2. Please produce the account and general ledger statement showing the full accounting of the alleged obligation that you are now attempting to collect.

3. Please identify by name and address all persons, corporations, associations, or any other parties having an interest in legal proceedings regarding the alleged debt.
4. Please verify under penalty of perjury, that as a debt collector, you have not purchased evidence of debt and are proceeding with collection activity in the name of the original maker of the note.
5. Please verify under penalty of perjury that you know and understand that contacting me again after receipt of this notice without providing procedurally proper validation of the debt constitutes the use of interstate communications in a scheme of fraud by advancing a writing, which you know is false with the intention that others rely on the written communication to their detriment.
6. Please complete and return the enclosed Alleged Debt Collector/Creditor Disclosure Statement with the requested documents attached.

This is notice that We are disputing the validity of this alleged debt until you provide verification of the debt pursuant, but not limited to, my rights under the Truth In Lending Act (TILA), the Fair Debt Collection Practices Act (FDCPA), the Uniform Commercial Code (UCC), District of Columbia Commercial Code, Contract Law and the Fair Credit Billing Act (FCBA).

It appears to us that you are a DEBT COLLECTOR, that we are consumers, and that this is an alleged debt subject to the provisions of the FDCPA in regards to this collection preceding for an alleged debt owed by us. See: Britton v. Weiss, U.S Dist Ct., Northern Dist New York, 1988, and Laws v. Cheslock, US. Dist. Ct., Northern Dist. Illinois, East. Div., 1999.

Pursuant to the FDCPA, you must CEASE and DESIST any and all collection activity, in any and every form, until you provide "such verification" herein requested. In Jang v. A. M. Miller & Assocs., U.S. App. (7th Cir.), 122 F.3d 480; 1977, the Court stated that 15 U.S.C. "Section 1692g (b) GIVES DEBT COLLECTOR TWO OPTIONS WHEN THEY RECEIVE REQUEST FOR VALIDATION: provide the requested validations and continue their debt collecting activities, or they may cease all collection activities. See Smith v. Transworld Systems Inc., 963 F.2d 1025, 1031(6th Cir. 1992)."

Your failure to provide anything less than the verification requested herein and continuing to attempt to collect on the alleged debt may be deemed a violation of, but not limited to, the FDCPA for providing false, misleading and/or deceptive information, and misrepresenting the character, amount and/or legal status of the alleged debt for the purpose of harassment and coercion as well as failure to provide verification of the alleged debt.

#### NOTICE OF POTENTIAL CIVIL RIGHTS VIOLATION

If you and/or your agents, assigns or successors attempt, or continue to attempt, to collect on the alleged debt in any manner, method or form including court action, negative credit reporting (conspiring with the "credit reporting bureaus"), letters/statements in the mail (conspiring with the United States Post Office/Service"), after failing/refusing to provide verification and adequate assurance (proof of claim) of the alleged debt you claim we owe as required by, but not limited to, UCC, Contract Law, FCBA, FDCPA, it may be deemed a violation of my Civil Rights pursuant, but not limited, to 42 U.S.C. §§ 1985, 1986, and subject you to a lawsuit for damages sustained as well as potential criminal prosecution. Those Civil Rights laws do NOT require "State action/involvement" for one to be found guilty of violating them. This was recognized by the US. Supreme Court in Griffin v. Breckenridge. 403 U.S. 88, 91 S.Ct.1790, 29 L.Ed.2d 338 (1971) where they stated, "[T]he failure to mention any such (state action) requisite can be viewed as an important indication of congressional intent to

speak in section 1985(3) of all deprivations of 'equal protection of the laws' and 'equal privileges and immunities under the laws.' whatever their source." Also, see *Chapman v. The Higbee Co.*, 6th Cir. Apps. (2003). Any collection action involving a court of law, judge, clerk of courts, attorney will subject you to a violation of my Constitutional and Civil Rights pursuant to 42 U.S.C. § 1983. Such action in connection with the "state" will deem you to be a "state actor". See Supreme Court decisions: See *Adickes v. S. H. Kress & Co.*, 398 U.S. 144 (1970) and *Lugar v. Edmosen Oil Co. Inc., et al.*, 457 U.S. 922; 102 S. Ct. 2744; 73 L. Ed. 2d 482 (1982).

PLEASE NOTE:

**Certified Copy:** means- "A copy of a document or record, signed and certified as a true copy by the officer to whose custody the original is entrusted"

**Verified Copy:** means- "Copy of document which is shown by independent evidence to be true. A copy, if successive witness traces the original into the hands of a witness who made or compared the copy. See: *Nu Car Carriers v. Treynor*, 75 U.S.App.D.C. 174, 125 F.2d 47, 48."

**Verification;** means- "Confirmation of correctness, truth, or authenticity, by affidavit, oath, deposition. Affidavit of truth of matter stated and object of verification is to assure good faith in averments or statements of party. See *Sheeley v. City of Santa Clara*, 215 Cal.App.2d 83, 30 Cal.Rptr. 121,123. Sworn or equivalent confirmation of truth...in accounting, the process of substantiating entries in books of account."

The above definitions are from Black's Law dictionary, 6th Ed. "In the absence of a statutory definition, courts give terms their ordinary meaning." *Bass. Terri L. v. Stolper, Koritzinsky*, 111 F.3d 1325, 7th Cir. Apps. (1996). Plain meaning can be determined by using a dictionary. As the U.S. Supreme Court noted, "We have stated time and again that courts must presume that a legislature says in a statute what it means and means in a statute what it says there. See, e.g., *United States v. Ron Pair Enterprises, Inc.*, 489 U.S. 235, 241-242 (1989); *United States v. Goldenberg*, 168 U.S. 95,102-103 (1897); *Oneale v. Thornton*, 6 Cranch 53, 68. When the words of a statute are unambiguous, then this first canon is also the last: "judicial inquiry is complete". *Rubin v. United States*, 449 U.S. 424, 430 (1981) and *Ron Pair Enterprises, supra*, at 24." *Conn. Nat'l Bank v. Germain*, 503 U.S. 249 (1992). "[T]he legislative purpose is expressed by the ordinary meaning of the words used." *Richards v. United States*, 369 U.S. 1 (1962).

"Lender/Service" is being requested to give proof of claim/verification of the purported debt and status as holder in due course. Such is apparently required as a matter of due process of law. This is apparent in the U.S. Supreme Court statement:

"For in this proceeding petitioner is not seeking, nor is respondent denying him, anything other than the right to prove his claim...The question is simply one of the admissibility and effect of evidence; and...the obligation to receive in evidence a promissory note or other admissible evidence of debt." *Morris v. Jones*, 329 U.S. 545 (1947).

Additionally, please refrain from sending me a printout or copies of statements as purported verification. Any such act will be subject to legal action for violations of, not limited to, the FDCPA. See *Young v. Hewer & Njus*, PA, Dist. Ct. N. Ill (1997). (Finding that computer printouts are not verification of a debt).

FAILURE by "Lender/Service" to respond, in order to maintain the honor bestowed by said presentment, mandates that lawful protest declare your dishonor. Your response must be in affidavit form under your full commercial liability, rebutting each of my points, on a point-by-point basis, that the facts contained therein are

true, correct, complete and not misleading. Declarations are insufficient, as declarations permit lying by omission, which no honorable presentment may contain.

FAILURE to verify and/or adequately assure the alleged debt owed by us within thirty (30) days, as stated above, in accordance with said definitions, will be deemed a dishonor of this presentment/notice and demand, and that the debt collector and/or their client, has fraudulently attempted to assert a claim against me, and extort, induce money from me in the present and past, in which the debt collector and/or their client has and has had no legal right to, via the U.S. Mail.

ADDITIONALLY, any form of collection activity and/or reporting of negative/derogatory information about said account to "credit reporting agencies" by debt collector and/or their client, and/or their agent/assigns absent of the debt collector and/or their client providing verification and/or adequate assurance of the alleged debt owed by me will be deemed as intentional and willful defamation and libel of my good name and character and harassment for the purpose of inducement or coercion of money from me to which the "Alleged Lender/Service" has no legal right.

**\*\*\*PLEASE FILL OUT AND RETURN ENCLOSED – QWR, INTERROGATIVES Depositions for Disclosure & Discovery  
ALLEGED DEBT COLLECTOR/CREDITOR DISCLOSURE STATEMENT Re "Offer of Performance".**

All liberties reserved,

Martha Edwards  
Martha Edwards, Sui Juris, Grantor UCC 1-308

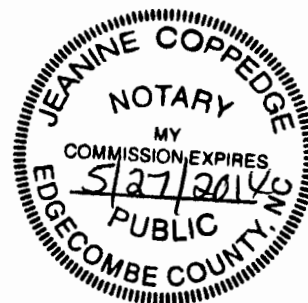
Clarence Edwards  
Clarence Edwards, Sui Juris, Grantor UCC 1-308

### Acknowledgement

NORTH CAROLINA STATE  
NASH COUNTY

SUBSCRIBED TO AND SWORN before me this 1st day of August, 2012 a Notary, that Martha Edwards and Clarence Edwards, personally appeared and known to me to be the woman and man whose names subscribed to the within instrument and acknowledged to be the same.

Notary Signature Jeanine Coppedge  
Print Name Jeanine Coppedge  
Notary Public in and for said State \_\_\_\_\_  
My commission expires; 5/27/2014 Seal:



→ Carla Tonlinso